

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from
John Doe dba Doe's Limo

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET

NUMBER: _____

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: James MartinTelephone: 864.535.5600Address: 317 New Neely Ferry Rd Ste #1
MAuldin SC 29662Fax: 864.967.2135Other: 864.541.2262

Email: _____

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

☐ Application - Class A/A Restricted☐ Application - Class C Taxi☐ Application - Class C Charter☐ Application - Class C Charter Bus☒ Application - Class C Non-Emergency☐ Application - Class C Stretcher Van☐ Application - Class E Household Goods☐ Application - Class E Hazardous Waste☐ Application☐ Request for Extension to Comply with Order☐ Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded☐ Request for Cancellation of Certificate☐ Request for Suspension☐ Request for Reinstatement☐ Request for Name Change on Certificate☐ Request to Amend Scope of Authority☐ Request to Amend Tariff (rate increase, etc.)☐ Request to Amend Passenger Limit☐ Request☐ Exhibit☐ Late-Filed Exhibit☐ Letter☐ Proposed Order☐ Publisher's Affidavit☐ Reservation Letter☐ Response☐ Return to Petition☐ Other: _____

RECEIVED
AUG 24 2021
PSC SC
MAIL / DMS

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

Phone: (803) 896-5100

Fax: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR
OPERATION OF MOTOR VEHICLE CARRIER

CLASS C - NON-EMERGENCY

Date: 8-23-21
4921

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann., § 58-23-10, et seq. (1976), and amendments thereto.

1. Sports Transportation And Scheduling LLC
Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name)

317 New Neely Ferry Rd Ste #1
Street Address of Applicant

P.O. Box 1505 Simpsonville, SC 29681
Mailing Address of Applicant (if different from street address)

864.535.5600
Phone

864.967.2135
Fax

SportsLLC@gmail.com
Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

☒ Individual Owner/Sole Proprietorship

☐ Partnership - List names and address of all person having an interest in the business.

☐ Corporation - List names and addresses of two principal officers.

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Financial Statement

Applicant's assets and liabilities are as follows:

Assets:

Value of Real Estate	250,000.00
Value of Motor Vehicles	75,000.00
Cash on Hand	300.00
Cash in Bank	20,000.00
Value of Other Assets and Equipment	6,000.00
Total Assets	351,300.00

Liabilities:

Mortgage/Loan on Real Estate	101,000.00
Loans Owed on Motor Vehicles	0
Business/Other Loans Owed	0
Other Liabilities or Debts	5,000.00
Total Liabilities	106,000.00

INSTRUCTIONS:

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 1.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges:

\$2.19 a mile
 \$25.00 / flat fee] optional

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.
 You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- | | | | | |
|--|--|--|--|--|
| <input checked="" type="checkbox"/> Abbeville | <input checked="" type="checkbox"/> Cherokee | <input checked="" type="checkbox"/> Florence | <input checked="" type="checkbox"/> Lee | <input checked="" type="checkbox"/> Saluda |
| <input checked="" type="checkbox"/> Aiken | <input checked="" type="checkbox"/> Chester | <input checked="" type="checkbox"/> Georgetown | <input checked="" type="checkbox"/> Lexington | <input checked="" type="checkbox"/> Spartanburg |
| <input checked="" type="checkbox"/> Allendale | <input checked="" type="checkbox"/> Chesterfield | <input checked="" type="checkbox"/> Greenville | <input checked="" type="checkbox"/> Marion | <input checked="" type="checkbox"/> Sumter |
| <input checked="" type="checkbox"/> Anderson | <input checked="" type="checkbox"/> Clarendon | <input checked="" type="checkbox"/> Greenwood | <input checked="" type="checkbox"/> Marlboro | <input checked="" type="checkbox"/> Union |
| <input checked="" type="checkbox"/> Bamberg | <input checked="" type="checkbox"/> Colleton | <input type="checkbox"/> Hampton | <input checked="" type="checkbox"/> McCormick | <input checked="" type="checkbox"/> Williamsburg |
| <input checked="" type="checkbox"/> Barnwell | <input checked="" type="checkbox"/> Darlington | <input checked="" type="checkbox"/> Horry | <input checked="" type="checkbox"/> Newberry | <input checked="" type="checkbox"/> York |
| <input checked="" type="checkbox"/> Beaufort | <input checked="" type="checkbox"/> Dillon | <input checked="" type="checkbox"/> Jasper | <input checked="" type="checkbox"/> Oconee | |
| <input checked="" type="checkbox"/> Berkeley | <input checked="" type="checkbox"/> Dorchester | <input checked="" type="checkbox"/> Kershaw | <input checked="" type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input checked="" type="checkbox"/> Calhoun | <input checked="" type="checkbox"/> Edgefield | <input checked="" type="checkbox"/> Lancaster | <input checked="" type="checkbox"/> Pickens | |
| <input checked="" type="checkbox"/> Charleston | <input checked="" type="checkbox"/> Fairfield | <input checked="" type="checkbox"/> Laurens | <input checked="" type="checkbox"/> Richland | |

DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

Maximum Number of Passengers Vehicle is Equipped to Carry: (The number of passengers a vehicle is equipped to carry is based on the number of ~~seats~~ seatbelts in the vehicle, including the driver's seatbelt.)

- ☒ 1-7 Passengers, including driver
☐ 8-15 Passengers, including driver

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT	WHEEL- CHAIR LIFT

INSURANCE QUOTE

This form **MUST BE COMPLETED.**

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. **THIS IS ONLY A QUOTE.**

The following insurance quote is for:

James Motter

Name of Applicant

323 Stayman Ct. Simpsonville, SC 29681

Address of Applicant

Amount of Premium:

Limits Quoted: (See Below)

Liability Insurance \$

\$905.05

Limits

25,000/50,000/25,000

The above quoted premium is for a term of 6 months.

Minimum Limits - Intrastate Only:

1-7 Passengers* \$ 25,000/50,000/25,000

8-15 Passengers* \$ 25,000/100,000/25,000

* Passengers = Number of seatbelts in the vehicle including the driver's seatbelt

*Gerald Scroggs Ins

Name of Insurance Company

224 B Feaster Rd, Greenville, SC 29615

Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Exhibit Fit, Willing, and Able (FWA)

Name

1. Is there currently any outstanding judgments against the Applicant?

☐ Yes

☒ No

If Yes, list judgements here:

2. Is Applicant familiar with all statutes and regulations, including safety regulations and governing for-hire motor carrier operations in South South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes

☐ No

3. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

☒ Yes

☐ No

Exhibit on Driver Qualifications

1. Applicant understands that drivers must possess at least a current American Red Cross Standard First Aid and CPR Certificate or its equivalent, and records that verify/record such training must be kept on file at the company's primary place of business within South Carolina.
☒ Yes ☐ No
2. Applicant understands that drivers must be in compliance with all OSHA regulations.
☒ Yes ☐ No
3. Applicant understands that drivers must be trained in the use of all vehicle installed safety equipment such as two-way radios, first-aid kits, fire extinguishers, and other equipment as outlined in PSC Regulations.
☒ Yes ☐ No
4. Applicant understands that drivers must be able to physically perform actions necessary to assist persons with disabilities, including wheelchair users.
☒ Yes ☐ No
5. Applicant understands that drivers must wear a professional uniform and photo identification badge that easily identifies the driver and the company for whom the driver works.
☒ Yes ☐ No
6. Applicant understands that drivers must complete twelve (12) hours of in-service training annually in the area of safety, and records that verify/record such training must be kept on file at the company's primary place of business within South Carolina.
☒ Yes ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 EXECUTIVE CENTER DRIVE, SUITE 100
COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc.gov to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

James Martin
Applicant's Signature

owner
Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA)

COUNTY OF Greenville)

This 9 SWORN TO BEFORE ME
day of April, 2021

Harmon A. Wilson
Notary Public

Commission Expires 02/08/2030



Print Application

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Sports Transportation and Scheduling LLC, a limited liability company duly organized under the laws of the State of South Carolina on February 4th, 2018, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 28th day
of December, 2020.

A handwritten signature of Mark Hammond in cursive script.
Mark Hammond, Secretary of State



Insurance Quotation for Your Road to Success

Quote Date:	08/17/2021	Policy Term: 08/24/2021 - 08/24/2022
Quote Number:	Q-021167Q-021111	Producer: Tri Millennium Insurance & Brokerage Services, Inc.
Named Insured:	Sports Transportation & Scheduling LLC	Producer Code: 0127
Address:	217 New Neely Ferry Rd., Spaulding, SC 29142	

National Specialty Insurance Company

We are pleased to offer the following quotation for the captioned insured. Please read this quotation carefully, as the limits, coverage, and other terms and conditions may vary significantly from those requested in your submission and/or from your expiring policy. Coverages not specifically mentioned in this quotation are not included, the terms and conditions of this quotation supersede the submitted insurance specifications and all prior quotations and binders. Actual coverage will be provided by and in accordance with the policy as issued, the insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind by the insurer. This quotation has been constructed in reliance on the data provided in the submission. Any material changes or misrepresentations of that data voids this quotation. This quotation expires in 3 days from the quote date shown above, or the proposed effective date, whichever is first.

Commercial Automobile:

COVERAGE	SYMBOLS	DEDUCTIBLE	LIMITS	PREMIUM
Liability	2,8,5	\$1,000	\$1,200,000	\$10,909.00
UM: BI/PP	3		\$25,000/\$50,000/\$25,000	\$27.00
Comprehensive	0	\$1,000	Actual Value	\$431.00
Collision	7	\$1,000	Actual Value	\$518.00

General Liability:

COVERAGE	LIMITS
General Aggregate Limit	\$2,000,000
Products and Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Damage to Premises Rented To You Limit	\$100,000
Medical Expense Limit	\$5,000
Sexual Abuse and Molestation Coverage Limit	\$1,000,000
Sexual Abuse and Molestation Aggregate Limit	\$1,000,000



Insurance Quotation for Your Road to Success

Vehicle List:

YEAR	MAKE	MODEL	LAST 4 OF VIN	STATED VALUE
2011	FORD	Escape	7528	\$15,000
TOTAL VEHICLES: 1				

Driver List:

LAST NAME	FIRST NAME	DOB	LAST 4 OF DRIVERS LICENSE #
Motes	James	07/14/1967	7627
TOTAL DRIVERS: 1			

Binding Conditions:

- Quote is subject to information, as presented; premium may change if awarded.
- Signed Supplemental Application, applicable Award forms, UM/UM selection/rejection forms, and TRM form (if applicable).
- Copy of Medicare or Southeasterns contract within 30-days of binding or policies are subject to cancellation.
- Driver schedule inclusive of individual driver phone numbers.
- Driver Release Form, consenting to NME monitoring, signed by all drivers.
- Insureds that provide wheelchair or prosthetic devices, must provide Securement Training certificates, for all drivers within 30-days of binding or policies are subject to cancellation.
- DOT Medical reports for all operators over the age of 20.
- Premium payment in full, or copy of signed finance agreement and down payment, due upon binding. Filings and/or DMV reporting will not be processed without confirmation of payment or copy of signed finance agreement and down payment.
- Must abide by the telematics provision of this proposal.
- General liability quote is subject to a \$1,000 minimum earned premium.

Disclaimers and General Conditions:

1. This quote is subject to favorable loss experience verification, if not obtained prior to the release of this quote.
 2. NEMT reserves the right to exclude any driver, for any reason and at any point during the policy period, who may otherwise qualify under NEMT's Criteria.
 3. Insured agrees to maintain a signed Driver Consent form for each driver.
 4. All vehicle and driver changes **MUST** be reported as they occur.
 5. The proposed Commercial Auto policy has a Liability deductible of \$3,000 for all accidents involving Non-reported* drivers. This is adjusted to \$1,000 for accidents involving a reported (scheduled) driver.
 6. The proposed Commercial Auto policy has a Physical Damage deductible of \$1,000 for all accidents involving a reported driver. This is adjusted to \$3,000 for all accidents involving a non-reported* driver.
- * *Non-reported driver* is defined as a driver who, prior to the time of the accident, has **NOT** been submitted to, approved by and listed by NEMT Insurance on the policy's Driver Schedule as a qualified operator of the covered auto.



Binding Conditions, Acknowledgement, and Order

1. Quote is bound as proposed.
2. Down payment must be remitted before binding.
3. Completion of the proposal and submission of all documents required by NEMT Insurance, LLC.

Coverage Acceptance

I/we agree on behalf of all proposed Named Insureds to purchase the above proposed coverages subject to the following exceptions/changes:

Additional Quotations

Please indicate any additional policy types for which you would like to receive a quotation:

By executing the below, I/we, on behalf of all proposed named insureds, authorize 3rd Millennium Insurance & Financial Services, Inc. to deliver any and all policies, invoices, endorsements, notices, evidences of coverage, and/or any other documents related to policies procured pursuant hereto or hereafter at the request of any of the named insureds, via electronic means such as facsimile or electronic mail, and that such electronic delivery to any of the below signatories or their successors or assigns shall constitute delivery to the first named insured. I/we further authorize 3rd Millennium Insurance & Financial Services, Inc. to furnish copies of all such policies, endorsements and notices to all listed additional insureds on said policies.

At your request, your coverage is being placed with National Specialty Insurance Company, rated "A" (Excellent) by A.M. Best Company, a leading monitor of the financial performance and stability of insurance companies. A rating by the A.M. Best Company is an indication of the insurance company's financial strength and operating performance, not a guarantee of future performance. By signing this page, you hereby agree to release, acquit, and forever discharge our firm and its members, managers, employees, agents, assigns, successors, and other legal representatives (collectively, the "Releasees") from, and agree not to sue any one or more of the Releasees for, any and all claims, demands, causes of action, and other liabilities of any kind or nature whatsoever that you may have now or in the future, whether known or unknown, based on, or arising out of, the placing of your insurance coverage with National Specialty Insurance Company.

Printed Name and Title

Signature

Date

**Total Premium and Expense**

General Liability	\$1,500.00
Commercial Automobile	\$11,886.00
Telematics Subscription Fee	\$300.00
Total Annual Premium	\$13,686.00

Premium Financing With IPFS: see terms per attached Premium Finance Agreement

Form "E" or similar filings: if the State(s) in which you operate require your Automobile insurers to send Form "E" or similar filings to the State(s) on your behalf, please note that we must receive your written instructions to bind coverage at least three (3) business days in advance of your policy effective date in order to ensure timely filing of such form(s). You may be subject to State fines or penalties if your required filings are not received by the State(s) on or prior to the effective date of your policy. Neither 3rd Millennium Insurance & Financial Services, Inc. nor the quoting Automobile insurer(s) shall bear any responsibility for payment or reimbursement of any such fines or penalties where your written binding instructions, accompanied by all other items and documents described herein as necessary to bind coverage, are not received by us at least three (3) business days prior to the policy effective date.

In the event your policy cancels mid-term due to non-payment of premium, insurer's request, or at your request, state protocols require coverage to remain in force for a minimum of 90 days.

Printed Name and Title

Signature

Date

End User Consent to Provide Access to Qorta Account

____ ("End User") consents to allow **NEMT Insurance, LLC** ("Service Provider") to access at the administrator level and transmit motor vehicle record data ("MVR Data") obtained through and stored in End User's Qorta account for the purposes of providing services on behalf of End User in accordance with state and federal law.

Accepted by: By executing below, End User acknowledges and agrees to the terms and conditions listed above.

END USER
Signature
Name
Title
Date

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Telematics Subscription Agreement

This Telematics Subscription Agreement ("Agreement") is with DDS Risk, LLC ("DDS") as a condition of maintaining a vehicle insurance policy with NEMT Insurance Solutions, LLC ("NEMT"). The purpose of this Agreement is to provide a risk management platform whereby NEMT, and their insureds, are provided with a telematics-based system to monitor vehicle use and driving behaviors.

1. TELEMATICS SERVICES.

DDS will evaluate available technology and provide Telematics Services ("Services") using Telematics Devices ("Devices") and Applications ("Applications") for NEMT insured Vehicles ("Vehicles") and Drivers ("Drivers").

Your Vehicles will be provided with a Device that will generate data about your Vehicle, which may include, but not limited to, data reflecting location, usage, operational metrics, issues or maintenance needs. In addition, your Drivers will be required to use and/or download a Smartphone Application which works in conjunction with a Device in the Vehicle to generate data concerning mobile phone use while in the insured vehicle. The phone Application software runs in the background and is designed to prevent the driver from directly interacting with their phone while the vehicle is in motion. These Devices and Applications may change from time to time.

Data from these Devices and Applications will be combined with the vehicle and driver information associated with your insurance policy (collectively the "Data"). This information is used to assist in identifying and evaluating driving patterns and behaviors, trips involving unauthorized drivers, smartphone usage, potential/actual collisions and other behaviors or events detectable by available technology and/or algorithms if deemed relevant to risk management by DDS.

2. AGREEMENT PERIOD ("PERIOD")

This Agreement is valid and in full effect for a 12-month period from the date the commercial insurance policy becomes effective and will remain in effect until expiration or policy cancellation, subject to a \$150 minimum annual fee per vehicle.

This Agreement will renew in conjunction with your insurance policy renewal, unless no longer required by NEMT.

3. SUBSCRIPTION FEE.

The annual 12-month subscription fee is \$300 per insured vehicle, payable upon policy inception, for Services which include web access to telematics data, and delivery of Devices and Applications. Subscription fees are due at the beginning of each policy term, and when additional vehicle(s) are added to the policy. The minimum subscription fee during any policy term is \$150 per insured vehicle.

Subscription Fee transactions will be conducted through NEMT, or their affiliates. Subscription Fees do not include Premium Services which include, but are not limited to, video camera monitoring, driver training and other services which may be available to you through a separate agreement.

4. ADDING/REMOVING VEHICLES.

If a vehicle is added to the policy during a Period, you will be charged a portion of the annual subscription fee for that vehicle as shown in Appendix A.

If a vehicle is removed from the policy during a Period, or the policy is canceled, you are eligible for a Return Fee as shown in Appendix A, provided that all DDS supplied hardware is returned in good working order at your own expense. Vehicles added to the policy within 6 - 12 months from the policy inception/renewal date are not eligible for a Return Fee.

5. TAXES, TARIFFS AND OTHER AMOUNTS.

Any subscription fees or charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services under this Agreement. If applicable, you are responsible for paying these amounts in addition to other charges payable hereunder.

6. DEVICES AND APPLICATIONS.

You are responsible for ensuring ALL Devices and their related Applications, which include, but not limited to, telematics tracking devices, distracted driving pods/beacons, and mobile phone applications are installed within 3 business days of receipt. The Mobile Application shall be installed on each phone that the driver carries with him/her while inside the Vehicle, whether the phone is provided by your company or not. All Devices and Applications must remain installed throughout the duration of this Agreement.

Attempting to install, modify, maintain, or remove Devices /Applications without adequate knowledge may result in damage. You understand that installation activities are to be performed in accordance with the instructions provided, and that these activities, whether performed by you or another installer, will be at your sole expense and risk. This includes the cost of additional installation equipment, such as adapter or extension cables, if required.

All DDS supplied hardware must be returned, at your cost, at the end of the policy if the Agreement is not renewed. Any equipment not returned or damaged could result in additional charges.

In the event you require replacement hardware due to damage, loss or an event not covered by warranty, you are responsible for these costs as shown in Appendix A.

7. DRIVER CONSENT.

You shall obtain the express written consent of all individuals who are authorized to drive the Vehicle in which the Devices and Applications referenced in this Agreement are used. A sample consent form will be provided by NEMT. If an individual does not provide such written consent, you shall not permit such individual to drive your Vehicle in which the Device is installed.

8. LICENSE.

You hereby grant to DDS a non-exclusive, worldwide, royalty-free, perpetual, transferrable, and assignable license to collect, use, analyze, store, share, and otherwise exploit the data generated by the Devices and Applications in any manner that complies with any applicable federal, state, or local law, rule, or regulation.

9. ACCESS TO TELEMATICS DATA

You have the right to access data collected from your Vehicle and from the Driver Smartphone Application through online portal(s)/dashboard(s). You must sign up for and maintain an account to access the Data.

10. ACKNOWLEDGEMENT OF DDS USES OF TELEMATICS AND RISK DATA

You acknowledge that your insured vehicle is equipped with one or more recording Devices and that individuals authorized to operate your insured Vehicle will have an Application on their phone(s). These Devices and Applications will collect and transmit information to servers and/or central communications systems controlled by DDS's service providers. In addition, NEMT may provide DDS with risk data including claims history and driver motor vehicle records. You expressly consent to the following:

- a) DDS may use and access the Devices/Applications and the information they contain and transmit.
- b) DDS may collect and store this information and data.
- c) DDS may share this information and data with NEMT, insurance partners, agents, third party administrators, parents, subsidiaries, affiliates and others authorized by DDS.
- d) DDS will analyze collected information and data to provide risk management information and may provide risk control recommendations to you and/or NEMT regarding your vehicles and drivers.
- e) DDS may share and publish anonymized information and data obtained under this Agreement.
- f) DDS may use and store the Data in perpetuity, subject to any restrictions pursuant to any applicable federal, state, or local law, rule, or regulation.
- g) DDS may regularly purge from its systems all data collected from your Devices/Applications, at time intervals determined by DDS at its sole discretion.
- h) DDS may occasionally access Data, for use in making additional recommendations and offering Premium Services to you.

11. WEBSITE CONTENT

Website content, including dashboard(s) and/or portal(s), are generally available 24 hours a day, 7 days a week, except during special systems maintenance periods. Vehicle location, satellite systems availability, and other conditions may affect Telematics Services availability. DDS cannot guarantee that content and related services will always be available at any time.

The Website and its content, including without limitation the information, graphics, products, features, functionality, services, and links (collectively the "Content"), may be changed, deleted or updated by DDS or their business associates at any time without notice.

12. WARRANTIES AND DISCLAIMER

You acknowledge that your insured vehicle is equipped with one or more recording Devices and that individuals authorized to operate your insured Vehicle will have an Application on their phone(s). These Devices and Applications will collect and transmit information to servers and/or central communications systems controlled by DDS's service providers. In addition, NEMT may provide DDS

with risk data including claims history and driver motor vehicle records. You expressly consent to the following:

- a) **DDS Warranties.** DDS represents and warrants to you that: (i) DDS has the power to enter into and perform its obligations under this Agreement; (ii) The hardware provided to you under this Agreement is covered from defects in materials and workmanship; (iii) DDS's performance of its obligations hereunder will not violate and DDS will abide by all applicable federal state and local laws, rules, regulations, and ordinances; (iv) DDS is unaware that the Devices or Applications actually violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; (v) DDS owns all proprietary or intellectual property rights therein, or has authorization from any owner thereof to copy, use, and license to DDS, such proprietary or intellectual property rights for the purposes of this Agreement; and (vi) The website content is provided "as is" and DDS disclaims any and all warranties, express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, title and noninfringement, regarding any such content or your ability to access the content.
- b) **Your Warranties.** You represent and warrant to DDS that: (i) you have the power and authority to enter into and perform your obligations under this Agreement as a condition of obtaining vehicle insurance; (ii) your performance of its obligations hereunder will not violate and you will abide by all applicable federal state and local laws, rules, regulations, and ordinances, including employment laws governing the use of Devices and Applications; (iii) you will reimburse employees for expenses incurred as a result of work-related use on their personal mobile phones/tablets, where required; (iv) you have or will obtain the written consent of all Drivers as described in this Agreement; and (v) you agree to take appropriate and prompt corrective action as regards to any driver issues brought to our attention by DDS.
- c) **Disclaimer of Warranties.** DDS does not warrant that: (i) the collection of or access to the Data will be uninterrupted, error-free, or completely secure; (ii) the Devices or Applications will be uninterrupted, error-free, or fully operational; (iii) the operations of your vehicle will be unaffected by the use of Devices; (iv) you will be able to maintain insurance coverage for any of your vehicles and/or drivers; and (v) you will be informed of all potential risks relating to safety, performance, maintenance or regulatory requirements. DDS is not responsible for any errors or omissions, or for the results obtained from the use of the Data and there is no warranty or guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information.

13. DDS LIMITATION OF LIABILITY.

USE OF SERVICES AND CONTENT IS AT YOUR SOLE RISK. DDS WILL IN NO EVENT BE LIABLE TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY BUSINESS OR EMPLOYMENT LOSSES RELATED TO THESE SERVICES OR WEBSITE CONTENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS OR EMPLOYMENT RELATED CLAIMS FROM DRIVERS OR OTHER INDIVIDUALS IN CONNECTION WITH YOUR INSURED VEHICLES.

YOU UNDERSTAND THAT YOU SHALL BEAR ALL RESPONSIBILITY, RISK AND COSTS ASSOCIATED WITH THESE SERVICES, AND THAT DDS SHALL NOT BE LIABLE TO YOU FOR ANY COSTS OR DAMAGES CAUSED BY ANY DATA, DATA ANALYSIS OR RECOMMENDATIONS THAT RESULT IN MODIFICATIONS OF INSURANCE TERMS AND/OR PREMIUMS, LOSS PREVENTION STIPULATIONS, DRIVER DISQUALIFICATION OR TERMINATION OF INSURANCE COVERAGE. THIS INCLUDES ALL WRITTEN AND VERBAL

COMMUNICATIONS AND ANY APPLICATION OF EMPLOYMENT LAW REGARDLESS OF JURISDICTION.

IN NO EVENT SHALL DDS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ITS IMPLICATIONS ON YOUR BUSINESS, NOR SHALL DDS BE LIABLE TO YOU FOR ANY ACTIONS (OR LACK OF ACTIONS) THAT YOU, YOUR EMPLOYEES, AGENTS, CONTRACTORS, OR ANY OTHER PARTY DRIVING OR INVOLVED WITH AN INSURED VEHICLE IN WHICH DEVICES ARE INSTALLED.

14. INDEMNIFICATION.

YOU SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS DDS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND EXPENSES WHICH ARISE OUT OF OR ARE RELATED TO: (I) YOUR PERFORMANCE, OBLIGATIONS OR BREACH OF WARRANTIES UNDER THIS AGREEMENT; (II) THE TERMS AND CONDITIONS OF YOUR INSURANCE COVERAGE; (III) YOUR DRIVER'S EMPLOYMENT AND, (IV) YOUR DRIVERS USE AND COST OF DEVICES AND/OR SMARTPHONE APPLICATIONS. THIS OBLIGATION OF INDEMNIFICATION SURVIVES THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

15. INTELLECTUAL PROPERTY.

For purposes of this Agreement, "Intellectual Property" includes brand names, internet domain names, trade secrets, proprietary technologies and other confidential know-how that belongs solely to DDS and/or its Service Provider(s). Even though you may use the Intellectual Property during the Term, you do not own and shall not acquire any rights in the Intellectual Property. You agree to waive all claims of rights to the Intellectual Property and Rights of Privacy concerning the storage and maintenance of data related to this Agreement.

16. ASSIGNMENT.

You may not transfer or assign this Agreement without the prior consent of DDS and NEMT.

17. CANCELLATION.

DDS reserves the right to cancel your Services if you fail to adhere to any of the terms and conditions of this Agreement and will notify NEMT of any cancellation of services.

18. GOVERNING LAW.

This Agreement shall be interpreted under the laws of the State of Georgia, and that jurisdiction and venue shall be only with the courts located in the State of Georgia.

19. DISPUTE RESOLUTION.

In case of any dispute, claim, or demand between you and DDS or its directors, officers, employees, clients, agents, subsidiaries and affiliates, you agree that any party to the dispute may choose at any time to have the dispute resolved by binding arbitration under the rules of the American Arbitration Association, in lieu of a trial before a court. Moreover, you agree that, in case either party elects to arbitrate a dispute, you will only proceed on an individual basis. You agree that the arbitrator shall not have the authority to arbitrate or hear any dispute with respect to a class, with respect to combined or

consolidated claims of multiple individuals, with respect to any claims brought by anyone acting as a private attorney general, or with respect to any claims brought in the form of or on any representative basis (collectively the "Class Actions"). Where any party elects to arbitrate, you agree to refrain from bringing or pursuing any Class action claims.

20. NO WAIVER

The failure of any party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

21. SAVINGS CLAUSE

In the event that any term, condition, or covenant in this Agreement is held to be invalid, such invalidity shall not affect the validity and enforceability of any other term, condition or covenant contained herein, which other terms shall remain in full force and effect. The provisions of this Agreement are for that purpose deemed to be severable.

The parties hereto have caused this Statement of Work to be executed by their respective duly authorized representatives, and this SOW is effective as of the date of the last signature below. Any changes to this SOW must be made in writing and signed by the Supplier and the LCRA Agent noted above or one appointed by LCRA Supply Management with appropriate delegation of authority.

By signing below, you are agreeing to the terms and conditions of this Agreement and confirm that you are authorized to sign this document on behalf of your company.

Company Name: _____

By: _____ Title: _____

Printed Name: _____ Date: _____

APPENDIX A

Hardware Replacement.

Hardware replacement costs are as follows:

Vehicle Telematics Device	\$85
Pod or Beacon	\$85

Vehicle Additions.

If an additional vehicle is added to the insurance policy during any 12-month Term, the subscription fee for the new vehicle will be as follows:

When Vehicle Added	Subscription Fee
During Month 1	\$300
During Month 2	\$275
During Month 3	\$250
During Month 4	\$225
During Month 5	\$200
During Month 6	\$175
During Months 7-12	\$150

Vehicle Removals.

If a vehicle is removed from the insurance policy, you are eligible for a return fee of \$25/month for each additional, full month remaining in the Term *after you have paid the minimum subscription fee of \$150*. The maximum return fee is the difference between the annual subscription fees less \$150. To be eligible for this return fee, all DDS supplied hardware must be returned in good working order.

For purposes of calculating fees or return fees for mid-term additions/removals, the beginning of the month coincides with the policy inception date. For example, if you have a policy that begins on February 10th, Month 1 begins on February 10th, Month 2 begins on March 10th, etc. If you add an additional vehicle to this policy on March 15th, your subscription fee for this vehicle will be \$275. If a vehicle added in Month 1 is removed from the policy on September 19th (during Month 8) you are eligible for a Return Fee of \$100.

F a x

From: (864) 967-2135	To: (803) 896-5199
Sender: James Moates	Attention: Public Service Commission
Company: Sports Transportation and Scheduling	Date: LC 08/23/2021
Subject: Application	Pages: 25

Message:

Thanks